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POWERS — RELEASE OF SPECIAL POWERS IN GROSS. — Under a marriage settlement a fund of £60,000 was given in trust to A for life, and after her decease to her issue then living as she might by will appoint, and in default of appointment to her children in equal shares. By deed A covenanted with one of her children not to exercise her power of appointment in such a manner as to reduce his share to less than £7,000, nor so as to postpone the vesting in possession of such share beyond the period of her death. The provisions of the will were inconsistent with this agreement. *Held*, that the covenantee is entitled to £7,000 in possession, not under the deed but as in default of appointment. *In re Evered*, 102 L. T. Rep. 694 (Eng., Ct. of App., April 29, 1910).

For a discussion of the decision in the Chancery Division, see 23 HARV. L. REV. 394.

PUBLIC SERVICE COMPANIES — RIGHTS AND DUTIES — EXCLUSIVE CONTRACT. — The defendant, a hotel keeper, made a contract with the plaintiff telephone company, giving it the exclusive right to install and maintain a telephone exchange in the hotel. *Held*, that the provision granting the exclusive right is void. *Central N. Y. Telephone & Telegraph Co. v. Averill*, 92 N. E. 206 (N. Y.).

This decision affirms that of the Supreme Court, discussed in 21 HARV. L. REV. 62.

PUBLIC SERVICE COMPANIES — RIGHTS AND DUTIES — RIGHT TO TURN OFF WATER FOR NON-PAYMENT OF CHARGES. — The defendant city, engaged in furnishing water to its inhabitants, threatened to discontinue service to the plaintiff because of non-payment of charges. There was a *bonâ fide* dispute as to the amount due. *Held*, that the plaintiff may secure an injunction restraining such action, upon filing a bond guaranteeing the payment of any sum found to be owing. *City of Mansfield v. Humphreys Mfg. Co.*, 92 N. E. 233 (Oh.).

When a municipal corporation undertakes to supply its inhabitants with water or gas, it acts not by virtue of any rights of sovereignty but merely in the capacity of a private corporation. *Western Saving Fund Society v. City of Philadelphia*, 31 Pa. St. 175. And since it is engaged in public service, it is under obligation to serve all who come within its profession and tender the necessary charges. *Wood v. City of Auburn*, 87 Me. 287. Some courts have held that service may be discontinued where an undisputed bill remains unpaid. *Jones v. Nashville*, 109 Tenn. 550. But failure to exercise the right of withdrawal immediately, and acceptance of payment for water subsequently furnished, have been held to constitute a waiver of the right. *Wood v. City of Auburn, supra*. Other courts have held that non-payment of water rents by a former tenant of premises does not justify the company in refusing service to a new tenant. *Turner v. Revere Water Co.*, 171 Mass. 329. *Contra, Gerard Life Insurance Co. v. City of Philadelphia*, 88 Pa. St. 393. Where there is a *bonâ fide* dispute as to the amount due, it is generally held that the company may be enjoined from cutting off the supply. *McEntee v. Kingston Water Co.*, 165 N. Y. 27. In any case it would seem to be a violation of public duty to refuse present service upon tender of regular rates, on the ground of non-payment of past indebtedness.

RECEIVERS — CUSTODY OF PROPERTY BEFORE APPOINTMENT OF RECEIVER. — After a bill to dissolve an insolvent corporation had been filed and process served, but before the appointment of a receiver, property of the corporation was sold on execution, without the permission of the court. *Held*, that the sale was void. *Cobb v. Camden Savings Bank*, 76 Atl. 667 (Me.).

Property is received into the custody of the court impressed with all the exist-